GENERAL DI CESNOLA'S CASE

ARGUMENT OF JOSEPH H. CHOATE.

CHARGES THAT WERE WHOLLY UNSUPPORTED-MR. FEUARDENT'S PLIGHT.

The United States District Court room was well filled yesterday when Mr. Choate began his argument for the defence in the Feuardent-di Cesnola case. The space to the left of the Judge was crowded with ladica. The statues whose integrity has been called into question were picturesquely grouped about the tables in the court-room and the larger ones loomed up in the background against the windows. Many of the trustees of the Museum were present. Mr. Choate began his address at half-past 1, and the crowd in the court-room grew larger as he proceeded. He said:

GENTLEMEN OF THE JURY: I want to thank you in the first place for your unexhaustible patience, When we started in here the sunny days of October were still with us, and now it is the dead of winter. If we had stayed here a little longer we should have all become antiquities. I know that I have felt, as I sat here, the corroding surface of antiquity stealing over me and I have thought at times that the jucrustations we have heard discussed were slowly covering His Honor and yourselves, so that in a short time we would have been worthy of gathering into the Mu-The trustees would, I am sure, have purchased us at our own price. We would have made a stately gathering in those si'ant halls, headed by His Honor and the rear brought up by Mr. Colfax [the court officer] who has ministered to our comforts here. Our only regret would be that we should have to part company with the learned opponent whom no age can deprive of that fire whose possession would make him

unworthy the association.

I do not claim the merit of prolonging this trial. The learned junior counsel on the other side promised it would occupy four days. The achievement of lengthening that into ninety belongs to the learned counsel on the other side, whose unsatiable passion for asking quest has dethroned woman from a long-recogmized position. He learned that there were nised position. He learned that there were 35,553 objects in the Cesnola collection and he has asked a question for each one, expecting to find a fraud hidden about each one, and backing up his questions with unlimited argument. Outside of this he has asked about everything else under the sun. He has investigated every act of General di Cesnola from the hour of his landing here, a penniless stranger, until the hour of his leaving the stand. He hunted up his marriage certificate, and was proceeding to inquire about the bridal journey when the court cried halt.

IMPORTANCE OF THE VERDICT.

Your verdict is of overwhelming importance to General di Cesnola. It involves everything he holds dear, his position, his future, his reputation at home and abroad, on which no breath had ever rested until The Art Amateur sition, his future, his reputation at home and abroad, on which no breath had ever rested until *The Art Amaleur* article attacked it in 1880. He was the fortunate discoverer of antiquities whose importance has been described by Newton and other great exponents of ar wheneological lore as unparalleled in value, and has been classed with Schliemann. And now by a continued series of attacks which have culminated in this trial this plaintiff has brought his chartester into question. Here he has had every opportunity to repeat every charge and adduce every proof. And what are the chargest They are so mean and so monstrous that no intelligent man could commit them. This collection has no value except as a collection of antiquities, and yet he is represented as studiously seeking to destroy the only element of value in them. I can only repeat my learned associate's shulle. "Who ever heard of anybody raising checks downward?" Now during four years he has been subject to a vehement persecution. Not a conspiracy but a single-handed persecution. At one time the plaintif had an associate, who lent his name to some of these serious charges, but he has vanished from the scene. The attacks began in 1879, through personal and private letters. They were made by a man who knew the collection by heart. He begun by a single charge. He followed it up by its recetifion in July, 1880, in print, and since then he has distributed his diartibes among such papers as would devote a column or a line to the defamation of the detendant. And he has prosecuted this method of attack ever since, and within a week has had the indecency to renew these newspaper publications.

Mr. Bangs—I deny that.

Mr. Rangs—I deny that.

Mr. Choate—I expect you will deny everything I say, by and by.

Mr. Bangs-I deny that. Mr. Choute-I expect you will deny everything I say, by

Now, gentlemen of the jury, I wish to call your utention to an important point, the growth and changes in the specific nature of these charges. On starting Fenardent and that this disc had been manufactured. This was followed by The Art Analese articles, where six other articles were attacked and a general tamporting with the collection insignated. When Cesnola denied all this in a single moderate line, pronouncing the charges to be mailciously faise, they are followed up with new accusations, and so on to the third and fourth and the hundredth. Any one who dared to stand up for the defendant was attacked. In Card No. 1 he avowedly intended to convict the investigating committee, mrde up of the first citizens in our milat, with will in instatements. Thus he proceeded to Card No. 2.Card No. 3 and the Cook pamphlet, where he culminates by stating his ability to prove that there is not one important statue in the collection or one genuine monument of antiquity. These facts indicate the malignity and malice of the planniff. The attained of the defendant has been that of one simply occupied in defending himself. He denied the charges publicly and declared them to be faise. The trustees of the Museum, whose servant he was, asked him for a statement and he made it, and since then his mouth has been closed. And during all this time you could heav in the chit, almost everywhere you went, that the plainiff admitted he might not win the case, but that he could at least blacken the character of General di Cesnola, and General di Cesnola was privileged to defend himself from these attacks, just as hough he had been assaulted physically. There was no meessity for his waiting, any more than there is for a person attacked to delay his defence until his bords are before a strike back' and the accuracy of your statements cannot be questioned.

Remark the way in which the case has been conducted, for Mr. Oakley opened by saying that it was krought whelly on public grounds. He hered there would be no personalities, no technicalities. And seven have seen how it has been conducted in accordance in changes in the specific nature of these charges. On

Be questioned. Remark the way in which the case has been conducted, Mr. Oakley opened by saying that it was brought wholly on public grounds. He hened there would be no personalities, no technicalities. And you have seen how it has been conducted in accordance with those promises, and how the suit has been transformed into an engine for the defamation of the derardant. As their case vanished their defamation has become stronger. It is not Mr. Baurs whom you have seen here. Counsel are inspired by their clients. Mr. Baug is a far more peacecade and amiable gentleman than you would uppose. If he wears a hon's skin, it is because he was employed to do so. And he certainly acted his part well. He roared with becoming awfainess; he shock his mine and he intriously lashed his fail. But now, I hope, in the presence of all these tair archaeologists, he will lay aside his rôle and appear in his pleasing and natural character.

SINCE the plaintiff has brought in this belief champion, he certainly should hold to one of the cardinal rules in this species of warfare, and not strike below the belt. When he said he could prave that General di Cesnola was an impostor, a humbug and a fraud, the plaintiff knew
that he had no evidence to prove it. Was not that
striking below the belt? Mr. Savage has told you that
Mr. Feantlent promised to attack his inflitary record.
You remember how he was asked if he had not been
under arrest and how the store thus chiefted redounded
to his honor, and how the same result was nothered when
he was asked if he was not dismissed from the army.
What reason was there for that? If they had had any
faith in their cause, they would have busided themselves
about it. Why have muthinated versions of these proceedings gone out to the world? When the evidence was
favorable to di Cesnola why has the opposite state of
facts appeared hext day? Why have carleatures uppeared and anonymous letters been sent, if the plaintiff
can prove his case! I have offensilent in the limitation an impostor, a humbur and a fraud, the plaintiff knew

ceedings goue out to the world ! When the evidence was tavorable to di Cesnola why has the opposite state of facts appeared next day! Why have carleatures appeared and anonymous letters been sent, if the plaintiff can prove his case! I have offered no provocation, although I have felt deeply and have been a trustee of this Muscum since the beginning. Have I asked one insulfing question of the plaintiff! Not one.

They have searched General di Cenola's military record. They have proved that he was a brave soldler. He was ten months in Libby Prison, and, such an attack is sufficient to the fit any housest bosom with indignation. Several days were consumed in an inquiry into his title. What appears uncountradicted! For several months he was in command of a bricade, and Senator Harris brought him to the White House and asked President Lincoin to appoint him a brevet on his merits. Mr. Lincoin appointed him, and he has called himself a Brigadier-General since that time. He received his appointment as Consult of Gruss at the same time, and although the assassination of the President intervened, he was established in that appointment. Mr. Bangs said that he wished to prove that General di Cesnola had tried to paim himself off in England as the peer of General Grant. He said a Major General should enter where a Brigadier would not be permitted to smill the smells of the kitchen. That was his beautiful language. Did be taink you were a pack of school-boys to be guiled by such an argument as that!

GENERAL DI CESNOLA'S DISCOVERY.

In Cyprus in 1870 General di Cesnola made a dis-covery with which his name will be forever identified. He discovered the temple of Golgol, and it is only the charge brought in this connection of inventing the excharge brought in this connection, of inventing the existence of the place and manufacturing the statues alleged to have been found there, that could have justified your presence here for three months. But the plaintiff tried to evade that. He would have given worlds to have kept it out. But the Court said it was part and parcel of the case. For the statement that there is not one single statue in the collection which is a genuine monament of antiquity, he has given you no proof whatever. The Cook pamphlet, with all its wholesale charges, has not been supported by a reintilla of evidence. What have we proved! You heard what Professor Hall has said. In 1870 the Cyptiote language was entirely unknown. In four or five years with the assistance of the inscriptions on the Ceanola Collection, a language was resurrected which fitted into the world's history. Professor Hall declares that General di Cesnola could not have invented this language. Professor Braman was able to describe to you what the ancient surface of the stone ought to be, and to demonstrate that No. 157 bore the unquestionable evidences of antiquity.

THE BEST WITNESS FOR THE DEFENCE.

THE BEST WITNESS FOR THE DEFENCE. I Who has been our strongest witness here I Not General di Cesnola, not Professor Braman, not Mr. Newton, but the plaintiff himself. In The Art Amaleur article he says that the Cesnola Collection is a valuable one to the history of art. In the Cook pamphlet he declares that there is not one genuine monument of antiquity in it.
Professor Hall says he never in his journeys met with
one scholar who called its value into question. Why did
they not meet this testimony I Where was 'Clarence
Cook I Ah, where was the false and flecting but not
quite perjured Clarence I Why did not the plaintift force
him on the stand I Cook knew as well as Feuardent that
the pumphlet as false.

O Venus, what crimes have been committed in thy name! Since the fall of Adam, never has any one been accused of such a ridiculous, mean and impossible crime as is alleged to have been perpetrated on this little Venus. The charge in The Art Anateur was that a mirror had been added by carving. Dixon B. Alley said that the mirror was made of plaster. Then indeed the learned the mirror was made of plaster. Then indeed the learned counsel on the other side quaited. "Plaster!" he gasped. That staggered him. He did not faint, but I was compelled to loan him my camphor bottle. The case got a black eye that day. Here was Mr. Feuardent's story that it was stone and Mr. Alley's story that it was story that it was story that it was suplaster, but Mr. Alley suggested a way out of the scrape. This was to take off the plaster and carve the mirror in stone, and secording to Mr. Alley this was done. Then Mr. Feuardent took the stand. He said he struck his nail on the mirror when he examined it, and at this point Mr. Bangs, who did not want to crowd his own witness, left the matter. But Foreman Davis wanted to know if the mirror was attached then. Feuardent had to face the music and he answered, "Yes, sir." "You did not think it was carved then !" he was asked. "No, sir," was his answer. "It is carved now !" "Yes, sir."

UNITED STATES SUPREME COURT. DECISIONS OF GENERAL INTEREST RENDERED YES-

TERDAY. WASHINGTON, Jan. 28.—A decision was rendered by the Supreme Court of the United States to-day in the patent case of the Lake Shore and Michigan Southern Railway Company, appellant, agt. the National Car Brake Shoe Company; appeal from the Circuit Court of the United States for the Northern District of Illinois. This was a suit brought by the Brake Shoe Company against the Railway Company for alleged infringe-ment of a patent granted October 6, 1863, to one James Bing, upon an improved shoe for car brakes. This Court holds that there was patentable novelty in the invention of the complainant, and that the brake shoe used by the Railway Company is an infringement. The decree of the United States Circuit Court in favor of the Brake Shoe Company 18, therefore, affirmed. Opinion by Justice

The other decisions rendered to-day were as follows: No. 198-Charles P. Coriteau, etc., appellants, agt. S. L. M. Barlow, surviving executor, etc.; appeal from the Circuit Court of the United States for the District of Minnesota. Decree reversed with costs, and cause remanded with directions to enter a decree in accordance with the opinion of this Court and to take such further proceedings as may be in conformity therewith. Opinion by Jus-

No. 202-John J. Freeman, trustee, appellant, agt. A. H. H. Dawson; appeal from the Circuit Court of the United States for the Western District of Tennessee. Decree affirmed with costs. Opinion by Justice Gray.

To. 802-Jane F. James, administratrix,

plaintiff in error, agt. Samuel D. Hicks; in error to the Circuit Court of the United States for the Eastern District of Virginia. Judgment affirmed with costs and interest. Opinion by Justice Matthews.

No. 1.27—Charles H. Krippendorf, appellant, agt. William L. Hyde, et al.; appeal from the Circuit Court of the United States for the District of Indiana. Decree reversed with costs and cause remanded with direction to reversed with costs and cause remanded with direction to reversed with costs and cause remanded with direction to rake such furthe proceeding therein in conformity with the opinion of this Court as justice and equity require. Opinion by Justice Matthews.

No. 110—The American File Company et al., appellants, agt. John W. Garrett et al.; appeal from the Circuit Court of the United States for the District of Rhode Island. Decree affirmed with costs and interest. Opinion by Justice Woods.

No. 111—William F. Savles et al., appellants, agt. John W. Garrett et al., etc.; appeal from the Circuit Court of the United States for the District of Rhode Island. Decree affirmed with costs. Opinion by Justice Woods.

No. 200—H. L. Whiteside, appellant, agt. J. plaintiff in error, agt. Samuel D. Hicks; in

Island. Decree affirmed with costs. Opinion by Justice Woods.

No. 200 - H. L. Whiteside, appellant, agt. J. C. Hazleton et al.; appeal from the Circuit Court of the United States for the Eastern District of Tennessee. Decree reversed with costs and cause remanded for further proceedings in conformity with the opinion of this Court. Opinion by Justice Miller.

No. 112—The Illinois Central Railroad Company, appellant, agt. Laura B. Turrill, administratrix, etc.; and No. 113—The Michigan Southern and Northern Indiana Railroad Company, appellant, agt. Laura B. Turrill, administratrix; appeals from the Circuit Court of the United States for the Northern District of Rilmost. Decrees affirmed with costs and interests. Opinion by Chief-Justice Waite.

No. 1136—The Webnsh, St. Louis and Pacific Railroad Company, plaintiff in error, agt. John F. Knot; in error to the Circuit Court of the Chief Southern of the Chief Southern

No. 1.136—The Wadden, St. Louis and Pacine Railroad company, plaintiff in error, agt. John F. Knot; in error to the Circuit Court of the United States for the Southern District of Illinois. Dismissed for the want of jurisdiction. Opinion by Chief-Justice Waite.

The other business transacted to-day was as follows:

The other business transacted colony was a selected No. 1,082. The Houston and Texas Central Ratirsad Company and others, appellants, agt. Thomas M. Shiriey. Advanced Persuart to the 32d rule.

No. 826. The Swift and Courtney and Receher Company, appellants, agt. the United States, and No. 200.—Caroline A. Moores, plainting in error, agt. the Chirons' National Bank of Piqua, coinc. Motions to advance granted and cases assigned for first Monday in March, after cases already assigned for that day. for first Monday in March, after cases already assigned for that day.

No. 53-Samuel H. Buggles, appellant, act. N. K. Turney, rustee, etc.; appeal from the Circuit Court of the United States for the Southern District of Onto, Dismissed with costs per expedition on motion of counsel for appellee.

No. 1,051—The Pensacola Ice Company, plaintiff, in error, act. C. K. Bailey and others, and No. 1,065—John O. Tupper and others, plaintiffs in error, act. C. K. Bailey and others, and No. 1,065—John O. Tupper and others, plaintiffs in error, agt. Tully R. Wise. Motions to disense submitted.

No. 1,250—Mary M. Morrison, etc., and others, appellants, agt. Martha S. Withers and others; appeal from the Circuit Court of the United States for the Southern District of Mississippi, Docketed and dismissed with costs.

No. 235—Allen Campbell McArthur and othern, appellants, agt. David H. Sqott, administrator, etc., and others. Argument begun.

CHARGED WITH LIBELLING A PUBLISHER. GEORGE ALFRED TOWNSEND SUED FOR \$20,000-

TRUTH'S TREATMENT OF GARFIELD. The suit of Joseph Hart, the publisher of Truth, against George Alfred Townsend for \$20,000 for damages to his character by reason of an alleged libel published in The Cincinnati Enquiree, in which it was stated that Truth was established by Hart for purpose of fore Judge Hooper C. Van Vorst and a jury. Richard 8 Newcombe appeared for the plaintiff, and John D. Town-send for the defendant. The court room was well filled, and a number of well-known newspaper-men were

Joseph Hart testified that he was the principal owner and publisher of Truth at the time of the publication of the alleged libelious article, and that the publication had injured him in character and reputation. When John D. Townsend began the cross examination, he had piled up before him files of Truell had piled up before him files of Truth since the beginning of its publication. He purposed to prove, he said, that the paper had systematically fibelled nearly every prominent public man. In answer to questions, Mr. Hart admitted that he did not ask a denial of the Morey letter from General Garfield, and that, although he had seen a fac-sinile of General Garfield, de continued his attacks on information furnished by the Democratic National Committee, When asked why he had refused to produce the original of the Morey letter after he had been indicted for criminal fibet in the case, Mr. Hart replied: "I was afraid some good Democrat or Republican would get held of it and destroy it."

Democrat or Republican would get hold of it and destroy it."

Mr. Townsend—Do you remember of having been charged with perjury in connection with this case?

Mr. Townsend read some extracts from the paper, showing that perjury had been charged. The witness then remembered that he had instituted a suit against The Times, which had not been brought to trial.

Mr. Townsend—Did you know, at the time you were associated with Messrs. Howe & Hummell, that Mr. Howe was an English convict, who was wanted on the other side to serve out a sentence?

Mr. Newcombe—I object to the question.

Mr. Townsend—I merely wish to show your Honor the character of this man's friends, and to show the jury how much he can be injured in reputation by any publication. The question was admitted and the witness denied having such knowledge.

Mr. Townsend began to read some extracts from Truth, to show that that paper had malignantly slandered Gen-

Mr. Townsend began to read some extracts from Truth, to show that that paper had malignantly standered General Gardield from the time of his nonimation until his election. Counsel for the plaintiff objected to the reading, but Judge Van Vorst permitted it.

Mr. Hart said that he could give no reason why the paper should apply the epithels of "pecturer" and "bribe-taker" to President Gardield, except from common report.

"bribe-taker" to Freshent Garneal, except from common report.

Mr. Townsend (indigmantly)—This man, who has slandered systematically nearly every public man in the country, on no better foundation than common reportmust he have \$20,000 damages for the publication of a statement that he'il find, we are abundantly able to prove! His very paper shows on its face that it systematically blunders men both of character and money.

The examination as to the political course of the paper brought out the fact that it had been started originally to support General Grant for a third term. "And now," said Mr. Townsend, "it is a Thompsonian-Kelly combination paper."

The examination will be continued to-day. MISS TOTTEN UNABLE TO APPEAR.

The trial of the suit of Mrs. Lydia C. Cocks against Cassius H. Read and Dr. Gustave E. Susadorf, for \$50,000 as damages for the loss of the services of her Gaughter, Miss Clara Totteu, was resumed yesterday. The statements of Drs. McBride and Van Santvoord, appointed on Friday to report on Miss Totten's condition, set forth that sie was unable to appear in count. Issiah T. Williams, the counsel for Mrs. Cocks, then read the deposition of Miss Totten, taken in December, 1882, in her suit against Mr. Read for breach of promise, giving a detailed account of her betrayal and her relations with the defendants. The cross-examination was to the effect that Miss Totten had corresponded frequently with Mr. Read. She once wrote to him asking him for \$1,500 to help her out of her trouble, so that she might leave the city. She had got drugs on his account at Caswell & Massey's drug store. "I cannot remember," she said, "the amount of goods I ordered at Stewart's, whether it amounted to \$1,000 or not; the most expensive article was a came!'s hair shaw! I have taken many carriage rides at Mr. Read's expense." daughter, Miss Clara Totteu, was resumed vesterday. The

THE DE MELI DIVORCE CASE.

In the De Meli divorce suit yesterday, William Mackie, a real estate dealer, testified that property in Brooklyn belonging to Mr. De Mell's mother, which he would inherit at her death, was worth \$14,600. Joseph Haas, an employe of the Hotel Kaiser Wilhelm, at Eger, corroborated the testimony of previous witnesses that a lady and gentleman with a little girl were at the hotel in July, 1881. The little the paniphlet as false.

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Clure then endeavored to place the German decree of divorce in evidence, but this was ruled out by Justice Rumsey, on the ground that the German Court had no jurisdic-

tion, Mrs. De Mell being a resident of this State. In rebuttal, Theodore Braine said that his wife and himself met Mrs. De Meil at Franzensbad in July, 1881, and that he saw Mrs. De Meil every day while she was there, about three weeks. She breakfasted with himself and wife at 11 a.m., and they met her at the concerts daily at 5 p.m. Mrs. De Meil was recalled and denied having been in Eger in July, 1891. She said that Baron Von Geyso had never placed his arm about her shoulder.

Baron von Geyso had never piaced his arm about her shoulder.
At one point in the examination, when Mr. McClure said that a question asked by Mr. Parsons showed great familiarity between Mrs. De Meli and Baron Von Geyso, Mr. McClure rose excitedly and said that a person sitting near him had just called him Mr. McClure, pointing to Mr. There he sits," added Mr. McClure, pointing to Mr. Draper, Mrs. De Mell's brother, and adding: "If he wistes to apply such an epithet to me, he will have a chance outside of this court-room." Justice Rumsey said that such language would not be permitted.

A BARB WIRE SUIT DECIDED. CHICAGO, Jan. 28.—An opinion of the Su-preme Court of Illinois, just published, sustains one by Judge Gardiner, of the Superior Court, sixteen months age, in the case of the Chicago Galvanized Wire Fence Company against the Washburn & Moen Company. The complainant in the bill was manufacturing barb wire, under a license from the Washburn & Moen Company; under a license from the Washburn & Moen Company; one of the covenants of the license providing that in case any other licensee should be required to pay less license than did complainant, then the latter and all other licensees be allowed a rebate to that extrent. It was shown on a hearing that the Washburn & Moen Company, in order to reach a settlement with Jacob Haish, an inventor of a valuable patent, made a secret stipulation to allow him to make 4,000 tons of barb wire annually free of royalty. Judge —"diner decreed that the complainants should be allowed the same privilege.

CIVIL NOTES.

Sarah Clarkson, an octoroon of Sullivan-st., was awarded six cents as damages yesterday in the Su-

preme Court in a suit for breach of promise of marriage against Wiltshire Payne, a colored man.

The argument of General Francis N. Barlow yesterday oncluded the suit of the Metropolitan against the Manconcinued the salt or hattan and the New-York Elevated Railroad Companies.
Judge Van Brunt reserved his decision.

Letters of administration were granted yesterday in the estate of Michael Malloy, a groceryman who went calling on New-Year's day and has not been heard from since. The trial was begun in November last. Charles E. Berger was given \$3,000 as damages yester-

day by a jury in the Supreme Court, for injuries received on December 21, 1880, while alighting from the cars of the New-York and Harlem Ballroad Company, in front of the Tombs. The conductor gave the signal for the horses to start before the plaintiff, who was an invalid, had stepped down from the car. He was dragged several feet.

THE COURT OF APPEALS.

ALBANY, Jan. 28.—In the Court of Appeals to-day, Chief-Justice the Hon. William C. Ruger and associates present, the following business was transacted: clates present, the following business was transacted:
No. 67—Andrew Doulon, administrator of Bridget Nolan,
agt the Long Island Raliroad Company.
No. 73—The Nassan Bank agt. John Jones and another,
erceutors of David Jones, deceased.
The following is the day calendar for to-day:
Nos. 76, 81, 71, 82, 84, 85, 42, 74,
The following is the motion calendar:
Nos. 707, 144, 713, 714, 715, 717, 718, 719, 721, 722,
723, 726, 727, 729, 730, 703, 704, 475, 497, 731, 735, 621, 734,
732, 733, 737, 735, 739, 740 and 741.

COURT CALENDARS-JANUARY 29. 0, 874, 1068. UPRIME COURT.—CIRCUIT.—PART II.—Before Van Vorst. -Case on—Hart agt. Townsend. -Case on - Hart agt, Townsend,
UPBEME COURT-CRECUIT-PART 111, - Before Donohue, J.90, 631, 183, 137, 1689, 1104, 1619, 1571, 1697, 863,
1, 885, 382, 1517, 1518, 1520, 1534, 1535, 1530, 1537, 1538,
39, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548,
25, 1728, 15194, 1858, 183, 1692, 487, 488, 471, 773, 774, megarre's Court-Refere Rollies, S.-Estate of Blaire arswell 10:30 a.m., Presper Aubry and Edward Power, F. a. m., George F. Masni; contested wills of William D. to and Sigmund M. Peyser, 11 a.m., Mary Kledaisch, SUPERIOR COURT-SPECIAL TERM-Before Ingraham, J.-Nos. COMMON PLEAS-SPECIAL TERM-Before Daly, J.-No day alendar.

COMMON PLEAS—EQUILT TERM—Adjourned for the term.
COMMON PLEAS—FRIAL TERM—PART L—Hefore van Hoesen.
—Case on—Cocks act. Resd. No olay calendar.
CITY COCKT—GINERAL TERM—Adjourned until Wednesday, January 301 CHY COUNT-TELAL TERM-PART HI -Before Hawes, J.-Nos. 649, 313, 659, 674, 629, 648, 49, 711, 712, 713, 714, 719.

CORPORATIONS AND STATE TAXES. PENNSYLVANIA LAW INTERPRETED IN THREE

HARRISBURG, Penn, Jan. 28 .- The Court today rendered an opinion in the appeal of the Pottsville Union Savings Fund Association from the payment of a tax to the State. The company claimed that us it ceased to do business prior to 1879, it was not taxable. Judge menton holds that, although it had not made any loans or collected monthly dues from members who had not borrowed money, yet it was in existence otherwise and taxable under the act of June 7, 1879, under which the tax is claimed. The Court also holds that shares borrowed or bought out are still taxable, and that shares should be assessed at their cash value. A decision in favor of the State for \$1,770 was accordingly rendered. A like decision for \$1,779 was rendered in the case of the Pottsvhie on for \$1,779 was remarked in the case of the Auditor-Gen-National Savings Fund Association.

In the appeal from the settlement of the Auditor-Gen-eral on the capital stock of the American Sewing Machine Company, a decision was rendered for the State in the sum of \$205.

TWO RAILROAD CONDUCTORS ON TRIAL. ONE CONVICTED AND THE OTHER ACQUITTED OF SERIOUS CHARGES.

PHILADELPHIA, Jan. 28.-In the case of Daniel Reiff, formerly a conductor in the employ of the Pennsylvania Railroad Company, charged with conspirey to defraud the company by the illegal sale of railroad dekets, etc., the jury to-day returned a scaled verdict of

A verdict of not guilty was rendered as to Thomas T. Luckett, the prosecution having abandoned the conspir-ncy charge against him on a technicality. Later in the day Luckett was placed on trial on a charge of embezze-ment growing out of the same transaction. Judge Thayer decided that if any crime had been committed it was out-side of the lurisdiction of this court. The defendant was, therefore, discharged.

TO BE TRIED FOR EMBEZZLEMENT.

PHILADELPHIA, Jan. 28 .- Application was nade to-day upon a writ of habens corpus, in the United tates District Court, for the discharge of Lewis B. Scott, of Doylestown, who had been held under \$2,000 ball for of Doylestown, who had been held under \$2,000 ball for the alleged embezzlement of money coming to his ward. Scott, as guardian to Miss Effic S. Cornell, it is alleged, obtained for her \$1,435 9s pension money for the loss of her father, who died from womas received during the Rebellion. The detendant claimed credit for only about \$630 paid over to his ward; the balance due her, he said, as is unable to hand over on account of financial duffi-ulties. All intentions of committing a frand were denied, ladge Butler refused to go listo the testimony and re-manded the defendant for trial.

PHILADELPHIA BROKERS INDICTED.

PHILADELPHIA, Jan. 28,-The Grand Jury this afternoon found true bills of indictment against William B. Barrett and Edward J. Cattell, charging them with conspiracy in the re-hypothecation of bonds belonging to Augustus Boyd, and a true bill was also found against Barrett, charging him with the embezziement of \$3,000 worth of property of Augustus Boyd, growing out of the same transaction. The defendants have acted as brokers for the prosecutor.

ALLEGED MALFEASANCE IN OFFICE.

Lancaster, Penn., Jan. 28,--At the instance of the County Commissioner of Lancaster, complaints have been made against Justice Frank and Constable Struck, of Columbia, for conspiracy to defraud the county by manufacturing cases at law. Three individuals have also entered complaint for conspiracy in procuring their false arrest and imprisonment. These persons—George Fisher, Carl Peterson and Joseph Houck—will also sue

THE WAYNESBORO ACCIDENT.

CHAMBERSBURG, Penn., Jan. 28.—There have been no deaths from the coasting accident at Waynesboro. The injured are: Joseph Addlesburger, face and throat horribly cut: Daniel Johnson, leg badly sprained; Thomas springman, body terribly bruised, and Michael Dalbon, injured internally. It is not thought that any of them will die. The remainder of these on the sled were considerably braised and cut.

SUED BY ITS EMPLOYES.

ALLENTOWN, Penn., Jan. 28,-The cases against the Bethlehem Iron Company, instituted by about sixty employes, who sue for money deducted from their wages for store bills, which were to be tried in the Lehigh County Court in this city this week, have been continued, the company having changed its pleadings. The sum of \$25,000 is involved, and should the suit of the men be successful, other suits involving about \$50,000 will be brought against the company.

CAN HE RECEDE FROM HIS CONTRACT.

TRENTON, Jan. 28 .- Judge Nixon, in the United States Circuit Court to-day, reserved his opinion in a motion to produce a further bill of particulars, in the

MR. THOMPSON'S METHODS.

TESTIMONY ABOUT IRREGULARITIES.

CONTRACTOR BRADY CAN GUESS BETTER THAN THE DEPARTMENT SURVEYORS CAN MEASURE-THE \$999 ORDER SYSTEM.

The Senate Committee on Cities continued, in the City Hall, yesterday, its investigation into the management of the Public Works Department. John Brady, a contractor, was the first witness He is a quick-witted Irishman, and was prepared with ready answers. He was requested to explain his connection with the contract awarded to him by Commissioner Thompson for regulating and grading Ninety-fifthst. The department estimate called for 1,930 cubic yards of earth excavation, and 21,540 cubic yards of rock excavation. Mr. Brady bid \$8 a cubic yard for the earth and one-quarter of a cent for rock. But the department estimate turned out to be almost the reverse of the actual facts, causing heavy loss to the city and corresponding gain to Mr. Brady. He testified that he made his bid from merely looking at the ground once; and without making any survey or borings. He knew from the appearance of the ground, he said, that the department estimate was wrong. He denied any collusion with engineers or anybody. He could not tell how much he had made on any one of the unbalanced bid contracts with the department; but he knew that he had lost a few thousand dollars on one contract. He could not tell what it cost per cubic yard to take out rock and earth. Mr. Brady said that he had changed his system of bidding to the unbalanced bids; otherwise he would have been unable to secure contracts, as

Thomas Keech, formerly Superintendent of Supplies in the Public Works Department, testified that he knew of irregularities in the Department and would hereafter furnish facts on date. He referred to the \$999 orders for coal given by Mr. Thompson to two members of his Assembly District Committee, by means of which the city was made to pay \$1 97 more a ton for coal than other departments paid under contracts. He also referred to the painting of the rotunda of the Courthouse on this order system. This one job cost \$4.449, and Mr. Thompson divided it into five orders, making one order of \$987.95 for one side, and another order of \$895.25 for the opposite side, etc., thus evading the \$1,000 limit of the statute. Mr. Keech also referred to the alterations in The City Record office, which cost about \$3,000, and were done on orders—two of these orders aggregating \$1,304, were given on the same day, and the work done under them was originally covered by one order; but it was recalled and divided into two orders so that one order would not exceed \$999. The committee adjourned to Saturday at 10:30 p.m. painting of the rotunda of the Court-

other contractors would outbid him.

THE TESTIMONY IN DETAIL. John Brady said he had done seven or eight obs for the city, but had not been bidding for the last

three or four months because he "didn't want any more He was questioned about the Ninety-fifth-st. Mr. Whitridge-How did you make your estimate

hat contract \(\frac{1}{N}\).—I estimated on what was on the pro-tile and what \(\frac{1}{N}\) thought was into it, to the best of my gnowledge. I looked over the City Surveyors' estimate of the quantities, but don't recollect what the figures

Were.
Q.—The surveyor estimated that there were 1.930 cubic yards of earth and 25,540 cubic yards of rock to be excavated; what made you think you could take all that rock out at one-quarter of a cent a yard and the earth at \$8 a yard ! A.—I didn't think so.
Q.—What was your idea, then ! A.—That there was a great deal more earth and a great deal less rock.
Q.—What made you think so ! A.—The appearance of the surface and what I knew of the ground from having built a sewer in Eighty-seventh-st, and built two cellars in the neighborhood.
Q.—You have made more money than the total of your

built a sewer in Eighty-seventh-st, and built two cellars in the neighborhood.

Q.—You have made more money than the total of your estimate I A.—I don't know anything about that. The contract is not yet finished. I have been paid about \$30,000 so far.

Q.—You are not in the habit of paying much attention to the surreyor's figures I A.—No, sir; I look over the ground and go by my own plugment anyhow. I don't make any borings or actual surveys.

Senator McCarthy—How many yards of rock and earth have you taken out in this Ninety-fifth-st, contract I A.—I have not the slightest idea: you can't tell anything about it until the surveyor files his final certificate. There are several thousand yards of rock to come out, and I think two or three lumdred yards of carth.

Q.—What did you estimate the Ninety-fifth-st, contract would cost you! A.—Well, between \$50,000 and \$60,000.

Q.—What have you received on the contract.

Q.—What would your bid make it i A.—About \$15,000. Q.—What have you received on the contract i A.— Over \$30,000.

WHY BRADY RESORTED TO UNBALANCED BIDS. Mr. Whitridge-You have another contract on Eighty eighth-st. How did you make your estimate on that A .- In he usual way; by looking over the ground. That two or three years ago and I can't tell you much about it two or three years ago and real to a four men about re-Q.—Your estimate of quantities differed from the surveyor had made a great mistake! A.—No, sir. I put in my bit and took my chances. Senator Mcturthy—Do you usually make this un-reasonable difference in the price of rock and earth! A.—I have three contracts that way. I put all the bid on one item.

nesten.
Senator Daggett-Will you swear that nobody was in breated in that Ninety-dith-st, contract but yourself. (With some indignation)—Yes, sir; ten times over lobody in the department or among the engineers wa

pterested in it.
Senator Callen-Do you get these contracts in you
we name t A. -Yes, sir; but on this Eighty-cighth-st
contract I had to borrow money and assigned that to my own name f A.—Yes, ar; out out me rightly eight as to my brother.

Senator McCarthy—You say you have had seven contracts from the city and on the last three you put in unbalanced bids. What caused you to make that charge!

A.—Becanses I did not want my competitors to know how much I estimated on each item.

Q.—Did you not change your system of bidding from regular and reasonable to irregular and unreasonable prices siter some consultation and collision with parties outside! A.—No, sir. I did nothing of the kind with no-body inside or outside, either public or private. I made my bids just to aunt myself and I am going to keep on that way.

Senator Daggett—Is it not a fact, that you changed be-ause you discovered that you could not get a contract not make money out of it unless you adopted that yaters! A.—No. sir; it is not. I lost \$4,000 on the

system! A.—No, str.; it is not. I lost \$4,000 on the Eighty-third-st contract.

Mr. Whitridge.—You generally get ahead of the city on that system! A. [Smilling complacearly]—Yes, sir; but the city has got ahead of toe, too.

Senator Dasgett.—Where do you get your information! A.—I get it out of my head.

Senator Dasgett.—I'd like to have your head. I'd make contracts myself then.

Senator Callen [coaxingly]—Won't you please tell the committee what it costs you to get your information! A.

With a complacent grin!—Well, how much do you care (With a complacent grin] -Well, how much do you car

o give ! Senator Cullen.—I guess that's about how it's got. Mr. Brady.—I guess you know as well as anybody. Senator McCarthy again endeavored to ascertain why Mr. Brady had adopted th unbalanced bid system, but after much per sistent questioning and some little loss of temper on both

sides, the only explanation he could get from Mr. Brad; was that he resorted to unbalanced bits because he did not want his competitors to know what his real estimates were. He said when he made regular bids his competitors were. He said when he made regular bids his competitor learned what his prices were and on succeeding contracts would bid a few cents below him and beat him.

Senator McCarthy—Would it not strike a person ontside that these extraordinary differences in prices were suspicious! A.—Well, suppose it would. I see it is reported in The TRIBLEM that they are suspicious, but my bids have all been fair and above board.

NO RING AMONG CONTRACTORS. Senator Daggett-Have you ever tried the unbalanced bid system elsewhere? A.-Yes, sir, in Brooklyn, eight or

ten years ago, and was unsuccessful. Q.-Do you ever make unbalanced bids for private contracts ! A .- No, sir. I always do that by the lump sum. Senator McCarthy-is there such a thing as a ring among contractors! A.—That is something that I don't among contractors! A.—That is something that I don't know anything about.
Q.—Did you fail to succeed because you were not in the ring! A.—I never knowed anything about a ring in New York; never knew of any ring in Brooking.
Q.—Are you an Irishman! A.—Yes, sir.
Q.—Weil, is it usual for an Irishman to be a knownothing! A.—Yes, sir, [grinning.] They are all knownothings.

WHAT THOMAS KEECH KNOWS OF IRREGULARITIES.

Thomas Keech was then sworn. He said he had been superintendent of the Bureau of Repairs and Supplies in the Department of Public Works for six years, up to the April 15 last, when he was removed. He was familiar with Aprn 10 nast, when he was removed. He was familiar with the course of business in the Department of Public Works.

Mr. Whitridge—Do you know of any irregularities in that office? A.—Yes, sir.

Mr. Payne—I do not think that a proper question.

Mr. Whitridge—Perhaps not in a court of law, but it is here.

here. Mr. Keech, in answer to questions by Mr. Whitridge, said that he had given the information to the Council of Reform which led to the charges made by that body against Mr. Thompson. He knew all them, but had not with him the papers giving specific information as to figures, dates, etc. Such papers he promised to have ready at a subsequent examination. He explaned that when a bureau officer needed repairs or supplies that pertain to his special department he makes a requisition with full details, and the Commissioner Issues the order or makes a contract. He was then questioned about the repairs to The City Record office. He said that on this job John F. Power received an order for mason work on February 17, amounting to 8000. On the same day James H. McCord amounting to 8000. On the same day James H. McCord amounting to for planting, amounted to \$190, and was given to William Minnick; another order on the same job, amounting to \$957, was given to a man manued boyle. On April 5 John T. Power again received an order amounting to \$350 for plastering. He said that the head of the bureau from which the work smanutes is \$1000.000.000.000.0000. quent examination. He explaned that when a bureau

held responsible for the work and the auditing of the bills, but in this instance he was not consulted about the work as the head of the bureau. The requisition was made by Douglas Smythe, a relative of Mr. Thompson, employed by the Department as architect. Mr. Thompson wrote a letter to the witness telling him to have nothing to do with it; that Douglas Smythe would manage the work and audit the bills. "Douglas Smythe," continued the witness, "had been doing a great deal of that sort of thing before and had brought the bills to me to audit, but I refused to audit them because I thought that everything of that kind should emanate from the proper bureau to which it belongs.

Mr. Waltridge—Who should this requisition have come from in the first instance. A.—From my bureau—the Bureau of Repairs and Supplies.

Mr. Whitridge—Were not the five orders properly one job! A.—Yee. They should have been advertised and contracted for. The Commissioner is responsible for dividing it into five orders.

job! A.—Yes. They should have been advertised and contracted for. The Commissioner is responsible for dividing it into five orders.

Q.—De you know of any similar case! A.—The rotunda in the Court House. On August 23, John -D. Taylor received an order for painting the east side of the rotunds amounting to \$987; and W. P. Shay an order for \$637 for painting the rotunda. September 30, John D. Taylor received an order for painting corridors, east side, amounting to \$985, In all there were five orders given aggregating \$4,449. It should all have been lumped into one job. I made an estimate of what it should cost, which is still on file.

Mr. Keech was questioned about the orders for coal. He said that under Mr. Campbell's administration he received frequent instructions to ascertain where coal could be purchased cheapest, but none such under Mr. Thompson. On being further question about the the work on The City Record office he said that in one instance an order had been issued and subsequently recalled and the work covered by that order included in two orders.

WHY HE WAS REMOVED.

WHY HE WAS REMOVED. Explaining why he has been removed from his office Mr. Keech said that appropriations were made for putting in an elevator, for changing Essex Market into an armory and for altering Thompkins Square Market for a like purpose. Mr. Thompson charged him with neglecting these pose. Mr. Thompson charged him with neglecting these teems. The last appropriation, he said, was never placed to the credit of his bureau, and as regards the elevator he had prepared specifications and estimates and placed them in the Commissioners's hands by February 3, 1881. On the April 15 following the charge was made against him and he was removed, but the contract for the elevator was not let until September 30, of the same year.

Mr. Payne cross-examined the witness and elicited the information that he had appealed to the various courts up to and including the Court of Appeals to be rein, stated, but they had all sustained his removal.

COAXED FROM HIS HERMITAGE.

AN AGED RECLUSE LEAVES A DESOLATE, ROCKY

CAVERN FOR A SISTER'S HOME. PORT JERVIS, N. Y., Jan. 28.—One of the passengers on Train 4 on the New-York, Lake Eric and Western Railway to day, en-route for New York City, was the Rev. Austin Sheldon, of Lehman Township, Pike County, Penn., who is known in this vicinity as the Lehman hermit. Sheldon's history is a varied one. The story of his life, as told by his sister while waiting for the train this morning, reads like a novel.

About forty years ago he preached in a small country

town in one of the Eastern States. He married, but his wife lived only a short time. Her death seems to have affected Sheldon's mind. Soon after that event he began to act in a strange manner, and would absent himself from his home and would not be seen for several days. Then he would return with some story to tell of a visit to his wife. Finally he announced his intention of abandor ing the ministry and living in retirement for the rest of He purchased a small tract of land in Pike County, Penn., and moved all his effects thither. Pike County was then but little better than a wilderness, and Sheldon seems to have selected the most desolate part of the county for his retreat. For thirty years he lived in retirement in this backwoods place. When he went there he found a natural cave on the property, and decided not to build a house but to occupy the cave as his dwelling. to bailly a house out to occupy the cave as instructing, the closed up the entrance to the cave with a few slabs, and over these plastered mud to keep out the cold. In this he has spent the last thirty years. He became quite famous as a lunter, and many of his exploits have been recounted in the newspapers. The only times he ever visited Milford, the only town of any size in the county, were in the spring of the year, when he made his annual visit to the tax-collector and added his portion to the county treasury.

Recently he has been very feeble, and his relatives have at various times endeavored to persuade him to leave his retreat and go to live with them. To this he has never consented. Last week his sister, Mrs. Phosbe Baldwin, of New-Haven, came here and persuaded him to go with her. He is very deaf, and it was with difficulty that he could be made to understand what was wanted of him. When he had accompanied her as far as Dingman's Ferry he refused to go any further, but he was induced to get hito the stage to Milrord, and from there he was brought to this village. He is old and helpless, and had to be lifted in and out of the sleigh and into the car. Some who professed to know say that Sheldon is over eighty years of age. His sister could not remember the exact age, but thought it must be nearly that. She thinks her brother will not be satisfied to remain with her when spring comes, but will want to return to the hut in the woods, she thought it likely that she would be obliged to bring him back. His enfeebled condition makes it hardly probable that he will live a great while, and they desire to see ounty treasury. Recently he has been very feeble, and his relatives have him back. His enfeebled condition makes it hardly pro able that he will live a great while, and they desire to s him properly cared for during his few remaining days.

THE MONEY MARKET. SALES AT THE STOCK EXCHANGE. JANUARY 28, 1884.

Name			Actual	Sales.		Closing prices.			
CS: L&c Putts. 11 11 11 10 10 12 12 CS: L&c Putts. 30 30 30 30 30 22 4 32 10 CS: CS: Pacine. 304 504 504 504 504 504 504 504 504 504 5	Name.	Gp'g.	H'g't.	f.ow't	Final.	Bid.	Ask'd	Share Sold	
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Can Southern	Cathe Ppr	542	507	543.	5634	6/11/4	CALL	10.50	
Cent of N J	Can Southern	512	591	515	5-14	52	521	1.90	
Cen Pacific. 064 065 064 065 065 065 52 Chen & Ohijo. 137, 147s 137s 137s 141 144 145 15 Chie & N. W. 1152, 117 1153, 117s 1184 144 1445 165 C Mc & St P. 137s 147s 143 145 144 1445 145 C Mc & St P. 137s 147s 143 145 144 1445 145 C Mc & St P. 137s 147s 1474 1445 145 145 C St P. Mc C 31 4 33 143 31 31 31 31 31 31 31 31 31 31 31 31 31	Cent of N J	864	88	864	87	8622	8714	1,20	
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N Chat. & St. L. D. 2	Mo. Pacific	8842	200	884	80	88.6	80	25,275	
NY C.S. I. 9 9 9 9 85 9 7 1. N. I. E. & V. 25 1 25 1 85 1 85 2 5 2 5 1 25 1 85 1 18 18 13 13 13 12 13 14 15 15 18 15 18 13 13 13 12 13 14 15 15 18 15 18 13 13 13 12 13 14 15 15 18 15 18 13 13 13 12 13 14 15 18 18 18 18 18 18 18 18 18 18 18 18 18	N Chat & St L.	2711	1113	1133	1141	1137	114	4.11	
N. Y. E. E. W. 25 by 26 by 25 by 26 by 25 by 25 by 27 by 25 by 25 by 27 by 27 by 11 by 14 by	NYC & St. L.	9	9	9	9	81/2	9	310	
NY \(\text{N E}\) 13	N.Y.L.E.&W.	25%	20	252	20%	25%	20.4	7,11	
Not Pacific. 21 to 22 21 22 22 22 25 15.9 co print Ny L. & W. 87 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 86 20 87 20 00 print Ny L. & W. 87 87 87 87 87 87 27 28 3 87 00 print Ny L. & W. 87 87 87 87 87 87 87 27 28 3 87 00 print Ny L. & W. 87 87 87 87 87 87 87 87 87 87 87 87 87	NYANE	13	111	11	111.	113	180	70	
Sec	Non Pacific	21 %	23	21	22 Fe	2214	1212 54	15.91	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	do pref	4414	49%	4304	47.4	47.4	47%	62,00	
Or Imp. 49 01 444 41 42 43 67 68 67 00 10 0 cm 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 3 5 6 6 6 7 00 10 0 cm 10 cm 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2 5 2	NYL&W	87	87	67	87	864	87.5	10	
Ohio Cen Ohio Sutthern Ohio & Miss. 23 28 23 23 22 22 23 25 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6, 6,	Or Imp	413	01	4474	9.7	9.5	9.7	97	
Ohio & Miss	Ohio Cen	27.6	517	84	819	Rite	10	10	
O R & N. 87 1112 87 274 95 97 67 67 67 67 67 67 67	Ohio & Miss	23	23	23	23	227	28	20	
Ore Trans. 10°5 2 14°5 14°5 14°5 14°5 14°5 14°5 14°5 14°5	0 R & N	87	#112	87	9214	95	93	67.00	
Phil & Read. 54	Ore Trans	1010	7.43	111	1.01	14	1414	01,01	
$\begin{array}{cccccccccccccccccccccccccccccccccccc$	Phil & Paul	54	0434	Barr.	5814	58	53%	2,30	
Rich & Dan 55 56 56 56 50 90 90 90 20 22 R & W P1 27 28 27 25 275 287 28 275 28 27 28 27 28 27 28 27 28 27 28 27 28 28 88 88 1 7 7 78 78 87 88 88 88 1 1 7 7 77	P.P. Car Co	13.0%	112	110%	1117	1115	112	1,13	
R & W III	Rich & Dan	655	86	55	000	0.0	60	- 25	
Roch & Pills St St St St St St St S	R&W Pt	27	28	1.5	15	143	15	1,00	
Tex & Pac 1775 1835 175 175 175 1774 185 6.68 Union Pac 7639 775 76 775 7775 7775 7775 6.68 6.68 Union Pac 255 185 175 185 185 185 185 185 185 185 185 185 18	Roch & Pilie	87	89	87	884	88	8814	1.0	
Union Pac. 76 o 77 o 76 o 77 s 77 s 77 o 75 o 74 o 75 o 75 o 75 o 75 o 75 o	Ter & Pac	1774	1812	17%	175	17%	18	6.63	
Wabash 0.5 10.5 10.5 10.5 10.5 10.5 12.5 25.4 25.5 <t< td=""><td>Union Pac</td><td>764</td><td>77.5</td><td>70</td><td>7719</td><td>77.4</td><td>7754</td><td>65,2</td></t<>	Union Pac	764	77.5	70	7719	77.4	7754	65,2	
GO DISC. 23 4 128 5 223 5 123 5 <	Wabash	40 m	10.5	254	253	254	25%	4.3	
W U Tel. 7334 744 7339 7354 7356 7354 17.0. Am Express. 95 165 95 96 96 96 96 98 25 25 25 26 26 26 26 26 26 26 26 26 26 26 26 26	Bunk & M	:231	1234	1234	123%	1235	124	50	
Am Express. 95 95 95 95 96 98 95 22 Pag Mills. 45 45 44 45 43 44 45 45 45 45 45 45 45 45 45 45 45 45	W U Tel	73%	7414	783	73%	78 %	73%	17,0	
Spg Mt Coal 31 t ₂ 31 t ₃ 31 t ₃ 31 t ₄ 31 t ₄ 31 t ₅ 31 t ₆ 31 t ₇ 31 t ₈ 31 t ₉	Am Express	95	96	447	44.2	443	443	5.80	
Col Coal	Fac Mail	311	31 %	31 %	31.4		-	36	
New Cen Coal 95 95 95 95 95 12 30	Col Coal	14	14	14	14	134	13%	20	
	New Cen Coal.	9.8	904	9%	30	24	30	30	

*141 % seller 60 days. † 47 buyer 30 days. † 119 cash. GOVERNMENTS.

1237 U.S 4. Coupon 1907 20,000

BONDS AND BANK STOCKS. Eank of America | Mutual U Tel da | Northwest deb

25 162	1,000	5 F
Allegheny Clat	Mid of N J 1st	15,00093%
1,000 97 52	1,0009112	2,000 93%
Atlantic & Pac Inc	Mich Cen 7's	Nor Car 4s consol'd
5,00018	6,000124 %	30,00083
Baltimore & Ohio	M & St P 7s 8110	Oregon & Trans lat
Park'sbrg Breh	2,000123	
5,000 1162	Mil & St Paul 1st	Oregon Short L 6's
5,000 1164	Ch & Pac W div	1,00092
Ches & Ohio 1st		10,00093
Series B	Mineral Pt div	Ohio Central ino

Series B	Mineral Pt div	Ohio Central ing
4,000 977	2.000	10,00010
5,000 97%	MexicanCentrallat	Rich & Dan Deben
Canada South'n 1st	10,00049%	18,00060
5,000 9549	NYC&StL lat	Rome Wat'n & Og
Quaranteed	4,000 100%	ex 5's
5.000 95%	23,000 10042	5,00066
C. R I & Pac 68	9,000 100%	Rome Wat'n & Og
	N Y Elevated 1st	inc
1917 coup 1,000 1265	5.000 1173	14,00030
Do 000 1001	NY Lake E & W'n	Roch & Pitts Inc
30,000 12612		5,00055
6,000129	New 2d con	St L & S F 24
CSt P M & O con	25,00090	
10.000109	10,000	Class B
10,000109	1.00090	1.000
Central Pacific	25,00090	St L & Iron Moun.
Gold Bonds	NYWS& Bufflet	58 207
2,00011134	00,00053	3,000 097
Chie & Northwes'n	20,000 5274	12,000
deben 5a	30,000 52%	2,000
5,000935	2,00065239	Ark Beh 1st
35,000 93%	28,00052%	1,000107
Cent Pac L'd Grats	95,000 52 2	St P Min & Man lat
Cent Fac La Grais	28,000 52%	6,000 10842
2,000 104%	35,00052%	consolidated 6s
2,000 1044	18,00053	88,00099
CCC& Ind c	87,000 5814	10,000
6,000 11815	20,000	Dakota extension
235	15,000	2,000110
2,0001194	50,000 534	St L Kan C & Nor
Ch St L & Pitts Ist	40,00053%	Omaha div 1st
6,000 91	140,000 5334	5,000110
14,000 9119	18 000 507	St Paul & S C 1st
Cleve & Tol S F	15,000 5378	
8,0001043	17,0005332	2,000 11619
Del & Hud reg '94	10,000 53%	Son Fac of Cal lat
1.0000 119	70,000 5334	1.000 1035

| Color | Colo | Internat'| coup 65 | 5,000 | 83 | 5,000 | 83 | 5,000 | 83 | 5,000 | 83 | 5,000 | 51 | 6,000 | 51 | 20,000 | 73 | 4 | 6,000 | 51 | 20,000 | 73 | 5 | 6,000 | 53 | 2 | 6,000 | 98 | 5 | 6,000 | 98 | 5 | 6,000 | 98 | 5 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 98 | 6 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 18 | 2 | 6,000 | 1

CLOSING PRICES OF BOSTON STOCKS.

Saturday, To-day	Saturday, To-day,
Water Power 2 115.16 Boston Land 55 6 A. & T. lat 7s 122 125 A. & T. Lat 7s 122 125 Boston Land Gt7s 116 116 Eastern RR 6s 110 110 110 14 A. & T. Land Frs 94 19 19 14 A. & T. Dp. RB 74 3 75 14 Boston & Maine. 161 1 161 Chie Hor. & O'er 21 122	Little R. & Ft. S. 171 15

CLOSING PRICES OF PHILADELPHIA STOC Reported by John H. Davis & Co., 17 Wallat. 44% 41% 9 910

MONDAY, Jan. 28-P.M. There have been many days when the transactions at the Stock Exchange exceeded in amount those of to-day; but then have been few days when the excitement has equalled that of to-day, and still fewer days when average operators have been so much perplexed. At the opening, between the two fires-one a positive contradiction of Saturday's reports of a settlement of the Western railroad disagreements and the other the exclusive TRIBUNE report off the syndicate's purchase of Northern Pacific and Oregon Railroad and Navigation stock-operators generally were at a loss what to do. Hence first prices developed an unusual degree of feverishness and uncertainty. It was not long, however, before a difference of 5@6 per cent between the cash regular price for Oregon Railroad and Navigation stock furnished a cue to the whole market. That stock opened at 87 against 8512. Saturday's last price, and rapidly advanced to 111 regular and to 119 cash, making a difference of 8 per cent in favor of cash stock; later, simultaneous sales were made at 112 regular and 118 cash, and finally there was no difference between eash and regular at 95@100@9913. The Northern Pacifics were active and advancing. The common stock rose from 2112 to 23, and closed at 221s. The preferred stock opened up 1 ls per cent at 44 lg, aud, after a decline to 4334, rose to 4914 and reacted to 47 and recovered to 49; but there was no difference between the prices for cash and regular stock until after the delivery hour, when some 2,000 shares were purchased under the rule for nondelivery. The first purchases under the rule for cash were made at 4912, or 114 per cent above the then market price for the regular way, but there was such a full supply of cash stock that after the first 500 or 600 shares under the rule were bought, the price under the rule for cash ruled 15@14 per cent below the market price for the stock in the regular way; that is, it sold under the rule at 4712 cash at the same moment it was selling at 4714 @ 4738 regular in the market. The general market, however, ruled strong and closed only small fractions below the best prices of the day.

Government bonds were dull and steadier at unchanged quotations as follows:

Bid.	Asked	Bid, Asked.
U.S. 4 hall891, reg. 114 hall U.S. 4 hall891, cou 114 hall U.S. 4 s 1907, reg. 123 hall U.S. 4 s 1907, cou 123 hall U.S. 3 per cents 100 hall U.S. 2 cur 0 hall 1995, 129	114 ½ U. 114 ½ U. 124 U.	8 cur. 6's. 1896, 131 8 cur. 6's. 1897, 133 8 cur. 6's. 1898, 135 S cur. 6's. 1898, 135 St. Col. 3-65s, 113 2

Little business was done in State bonds, but prices were firm; sales of Dominion consols at 76; of Tennessee 6s at 3734@38; and of North Carolina consol 4s at 83. Of city bank stocks American sold at 162.

There was a fair business done in railroad bonds at figures that generally show some improvements. The West Shore 5s were less than usually conspictions in the dealings, but they were harder, although from the first figure of 53 there was a decline to 52½; later they sold up to 537s, and closed at 53¼, against 525s Saturday; sales, \$1,173,000. Northern Pacific firsts opened up 1½ at 98¾, sold at 99@98, and closed at 98%; sales, \$322,000. Oregon and Transcontinental firsts sold up 2 per cent to 73, but they closed weak at the figure. Erie second consols were ¼ higher at 90. Missouri, Kansas and Texas seconds were np ½ at 66½, and the general mortgages were ½ higher at 795s. Canada Southern first 5s were ¼ higher at 9534. St. Louis and Iron Mountain 5s were ½ higher at 9534. St. Louis and Iron Mountain 5s were ½ higher at 9534. St. Louis and Iron Mountain 5s were ½ higher at 9534. St. Louis and Iron Mountain 5s were ½ higher at 9534. St. Louis and Iron Mountain 5s were ½ higher at 95. As and Great Northern firsts sold at 109¾, and general 6s at 83½@82½. Wabash general mortgages rose from 60½ to 65æ64½, and Manitoba cousols were ¾ higher at 99½. Kansas Pacific consols were up ¼ at 93½. Texas and Pacific incomes, after an advance to 4½, at the close were 4½—an advance of ¼ per cent, and firsts of Rio Grande division, after an advance of ½ to 74, finally closed ½ off at 73%. Fort Worth and Denver firsts were 5s higher at 68½. Oregon Short Line 6s rose from 91¼ to 93 and ended at 92.

The Sub-Treasury to-day lost on balance \$429,-219, made up by losses of \$62,131 currency and \$367,088 coin. The day's operations covered; Receipts, \$1,227,973; payments, \$1,657,192; currency balance, \$0,748,717; coin balance, \$117,298,928.

The week opens with no indication of a change in the monetary situation; call loans ruled at 1½@20 per cent and closed at the lowest rate.

The Clearing House statement to-day was as follows; Exchanges, \$132,099,202; balances, \$6,116,511.

The United States Treasury at Washington to-day received \$644,000 National bank notes for redempat figures that generally show some improvements. The West Shore 5s were less than usually conspic-

The Clearing House statement to-day was as follows: Exchanges, \$132,099,202; balances, \$6,116,511.

The United States Treasury at Washington to-day received \$644,000 National bank notes for redemption. The customs receipts were \$474,043, and the internal revenue receipts were \$474,043, and the internal revenue receipts were 474,043, and the internal revenue receipts \$603,198.

The foreign exchanges were quiet, but the rates were firm for business as follows: Bankers' bills, \$4 854 and \$4 88 for long and short sterling respectively; 5.19% and 5.164 for frances; 94% and 954 for reichmarks; 40 and 404 for guilders.

In Londou British consols were stronger and advanced is to 101 9-16 for money and 3-16 to 101 11-16 for account. United States bonds were steady at 1264 for the 4's and at 1164 for 44/s. American railways were all higher, except Canadian Pacific, in response to Saturday's advance in the home markets. Bar Silver declined 1-16c, to 50%c, per ounce. The Bank of England lost £24,000 bullion on balance. At Paris French 3 per cent's, after a small advance, closed unchanged at 77, 2219, and sight exchange on London was up to 25.1642 france.

Messrs, Post, Martin & Co, will pay, on and after February 1, the regular quarterly dividend of 21-per cent on the stock of the Railroad Equipment Company, and also the coupons and principal of bonds of that company due February 1.

EALEROAD EARNINGS.

BURLINGTON, CEDAR RAPIDS AND NORTHERN.

1882. 1883. 1884

BUBLINGTON, CEDAR RAPIDS AND NORTHERN.

	Number of miles	589	680	713		
6)g	Third week in Jan Jan. 1 to Jan. 21	\$38,167 174,215	\$43,389 141,087	\$53,901 136,423		
0		THERN PACIF	tc.			
5	Number of miles Third week in Jan Jan. 1 to Jan. 21	955, 972 166,218	1,418 \$96,140 \$07,600	\$110,400 \$73,200		
in.	EAST TENNESSE	E, VIRGINIA	AND GEORG	IIA.		
07.	Number of miles Third week in Jan	\$167,612	\$197,970	\$203,23 6		
	CHICA	AGO AND ALT	ON.			
7	Number of miles Third week in Jan Jan. 1 to Jan. 21	\$152,285 431,800	817 \$154,645 473,650	\$164,412 486,533		
842	PEGRIA, DECATUR AND EVANSVILLE.					
9 9)a lon 0	Second week in Jan Jan. 1 to Jan. 14	1983, \$11,592 21,792	\$13,091	Inc. \$2,509 Inc. \$,809		
on	CHICAGO, MILWAUKEE AND ST. PAUL.					
vor	The second secon	1881.	1882	1883.		

Number of miles 4,104 4,465 4,671 Gross earnings 517,060,760 \$21,400,949 \$23,659,823 Operating expenses, &c 10,319,951 12,186,073 13,778,038 Surplus for the year \$1,249,327 \$1,033,835 \$1,186,693